

Bidding Requirements, Contract Forms and Conditions of the Contract
ADDENDUM
Section 00900

ADDENDUM No. 1

Date March 4, 2014

City of Austin

Project Name REBID FACILITIES AND FORCE MAIN SERVICES INDEFINITE DELIVERY/INDEFINITE QUANTITY

C.I.P. No. 9084.001

This Addendum forms a part of Contract and clarifies, corrects or modifies original Bid Documents, dated February 24, 2014. Acknowledge receipt of this addendum in space provided on bid form. Failure to do so may subject bidder to disqualification.

A. Project Manual Revisions:

- 1) Delete Section 00020, "Invitation for Bids" in its entirety, and replace with the attached Section 00020, "Invitation for Bids".

B. Drawing Revisions: None

C. General Clarifications:

- 1) Bidders note that Section 00020 has been replaced with a revised section indicating a mandatory Pre-Bid Conference to be held on March 6, 2014 at 10:00 am.

This addendum consists of 5 pages.

Chr. Wolter

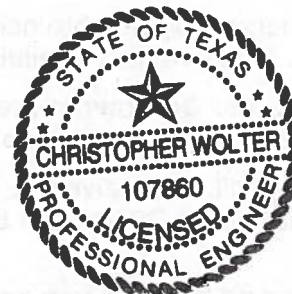
Approved by OWNER

Chr. Wolter

3/4/2014

Approved by ENGINEER/ARCHITECT

END



Bidding Requirements, Contract Forms and Conditions of the Contract
INVITATION FOR BIDS
Section 00020

Following is a summary of information for this Project. Bidder is cautioned to refer to other sections of the Project Manual, Drawings and Addenda (Bid Documents) for further details.

The City of Austin, hereafter called OWNER, is requesting sealed written Bids for furnishing all labor, materials, equipment, supervision, and incidentals, and for performing all Work required for the following Project:

Rebid Facilities and Force Main Services Indefinite Delivery/Indefinite Quantity

Located at: Various locations within the City of Austin limits and Extraterritorial Jurisdiction

CIP ID# 9084.001

IFB# 6100 CLMC 464A

The Work consists of

1. Emergency On-Call Response: Provide on-call, emergency response services to repair/replace necessary components of the water & waste water system due to failure, breakage, etc.
2. Equipment & Force Main Replacement/Installation: Perform repairs, replacement and/or condition assessment of multiple pieces of water & waste water equipment and force mains, at multiple sites.
3. Operations Support: Provide support services to City of Austin Operations Staff on an as-needed basis.

The Work shall occur in various locations across the City and will be assigned through issuance of Work Orders. The Contract time will be for an initial **365, Calendar Day** duration or until all funds are exhausted, with an option for two (2) twelve (12) month Contract extensions. Extensions of the Contract are at the mutual agreement of both the OWNER and the CONTRACTOR. If the CONTRACTOR chooses not to renew, a hold over period of up to 120 Calendar Days may be implemented by the OWNER to allow for re-bidding. The OWNER reserves the right not to offer an extension.

The prices bid by the successful bidder shall remain firm throughout the initial 365, Calendar Day period of the Contract. Bid prices may be adjusted for Contract extensions only, and shall remain firm throughout the twelve (12) month Contract extension period. Bid price adjustments are subject to OWNER review and approval. In no case may an individual bid item increase in price more than 5.0% from one Contract extension to the next. AWU has a combined budget of approximately \$4 million for the first twelve (12) month Contract authorization. The Contract amount will be based on the CONTRACTOR's unit prices and the AWU estimated quantities and will likely exceed \$4 million. Regardless of the Contract amounts, funding in excess of \$4 million may not be available. Work will be prioritized based on the need of the AWU and not in accordance with the estimated quantities in the Contract.

Bid Documents may be obtained at One Texas Center, 505 Barton Springs Road, Ste. 1045, Austin, TX 78704. Copies will be available in CD format at no cost.

At the time Bid Documents are obtained, Bidder must provide a working e-mail address, so that they will receive any addenda or clarification issued by the Owner.

Sealed Bids will be received at the Contract Management Department, 105 W. Riverside Dr., Suite 210, Austin, Texas 78704 and then publicly opened and read aloud in the **SUITE 210 Conference Room**.

ALL BIDS ARE DUE PRIOR TO (Austin time) April 3, 2014, at 10:30 am.

ALL COMPLIANCE PLANS ARE DUE PRIOR TO (Austin time) April 3, 2014, at 2:30 pm.

BIDS WILL BE OPENED AT (Austin time) April 3, 2014, at 2:30 pm.

ALL BIDS AND COMPLIANCE PLANS NOT RECEIVED PRIOR TO THE DATE AND TIME SET FORTH ABOVE WILL NOT BE ACCEPTED FOR CONSIDERATION. The time stamp clock in **SUITE 210** is the time of record and is verified with www.time.gov, the official U.S. time.

All CONTRACTORS must be registered to do business with OWNER prior to submission of a Bid. All Subcontractors must be registered with the OWNER prior to execution of a contract. Prime Contractors are responsible for ensuring that their Subcontractors are registered as vendors with the City of Austin. Registration can be done through the OWNER's on-line Vendor Registration system. Log onto <https://www.ci.austin.tx.us/vss/Advantage> and follow the directions.

All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapter 2-9-A of the City Code, as amended. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) or Disadvantaged Business Enterprises (DBEs) full opportunity to participate in all City contracts. Goals for MBE/WBE or DBE participation are stated for each solicitation. Information on achieving the goals or documenting good faith efforts to achieve the goals are contained in the MBE/WBE Procurement Program Package or DBE Procurement Program Package attached to the solicitation. When goals are established, Bidders are required to complete and return the MBE/WBE or DBE Compliance Plan with their Bid. If a Compliance Plan is not submitted prior to the date and time set forth in the solicitation, the Bid will not be accepted for consideration. (See Section 00820 for MBE/WBE requirements on "no goal" solicitations.)

All Bids shall be accompanied by an acceptable Bid guaranty in an amount of not less than five percent (5%) of the total Bid, as specified in Section 00100, Instructions To Bidders.

Performance and payment bonds when required shall be executed on forms furnished by OWNER. Each bond shall be issued in an amount of one hundred percent (100%) of the Contract Amount by a solvent corporate surety company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by OWNER pursuant to applicable law.

Minimum insurance requirements are specified in Section 00810, Supplemental General Conditions.

Minimum wage rates have been established and are specified in Section 00830, Wage Rates and Payroll Reporting.

Contract Time is of the essence and all Work shall be substantially completed in accordance with the Bid Form, Section 00300U. The Contract time will be for an initial **365, Calendar Day** duration or until all funds are exhausted, with an option for two (2) twelve (12) month Contract extensions. Extensions of the Contract are at the mutual agreement of both the OWNER and the CONTRACTOR. If the CONTRACTOR chooses not to renew, a hold over period of up to 120 Calendar Days may be implemented by the OWNER to allow for re-bidding. The OWNER reserves the right not to offer an extension.

Work under this Contract will be issued as individual Work Orders, as defined within Supplemental General Conditions, Section 00810. The scope of work for each individual Work Order will vary based on the needs at the location(s) the work will occur. In addition, Work to be performed is generally outlined herein in the Summary of Work, Section 01010. Work duration and definitions of Substantial and/or Final completion will be specific to each Work Order. The OWNER will consult the CONTRACTOR on each Work Order assignment, but OWNER will have ultimate discretion on NTP, duration, Substantial, and Final completion. Failure by the CONTRACTOR to satisfy the Substantial/Final completion requirements of any Work Order may be cause to stop issuance of further Work Orders. The CONTRACTOR shall note that there may be multiple individual Work Orders active at any given time.

The CONTRACTOR agrees to commence Work on a given project proposal within **14 Calendar Days** after being given Work Order for planned Work, unless the CONTRACTOR and OWNER agree

otherwise, and agrees to diligently execute the WORK. The CONTRACTOR is required to meet within **2 Calendar Days** of this notification. The OWNER may require site visits with the CONTRACTOR to confirm quantities provided by the City and ask for additional clarification. After the quantities are confirmed, and any drawings or new specifications forwarded to the CONTRACTOR, the CONTRACTOR will submit a price and confirm the estimated time of completion within **7 Calendar Days**. The price submitted for each Work Order including a OWNER agreed contingency will be the maximum price allowed for CONTRACTOR to bill unless otherwise agreed by OWNER. Once the City's designated agent has reviewed and approved the proposal, a Work Order Notice-To-Proceed will be issued to the CONTRACTOR. The Notice-To-Proceed will identify the authorized amount, Substantial Completion date, and Final Completion date. If time of completion cannot be agreed upon or the OWNER would like to proceed using the "Cost of Work" method as described in the General Condition Section 00700 to issue the Work Order using Time and Materials, CONTRACTOR will proceed with the Work Assignment and within **5 Calendar Days** submit a detailed schedule outlining the work items and time of completion for OWNER'S review. After the completion of any work using "Cost of Work" method the CONTRACTOR will turn in a detailed invoice unit item invoice detailing the work completed in OWNER approved sufficient detail. Mobilization must begin upon the date specified in the Notice-To-Proceed on the initial contract and within **2 Calendar Days** of all subsequent Work Order Notice-To-Proceeds. The CONTRACTOR agrees to commence productive work immediately on emergency projects and to work continuously unto the emergency is resolved. Time is of the essence and all Work shall be completed within the time duration stated in each Work Order.

Work contained within individual Work Orders will vary based on the scope of Work. The undersigned Bidder agrees to commence work within the Calendar Days after written notice as specified in each Work Order. An individual Work Order may define a Substantial completion and Final completion date, after which liquidated damages will be assessed until Substantial completion is achieved, in accordance with the Bid Form, Section 00300U. If a Substantial completion date is defined, Final completion shall be achieved within a maximum of **30 Calendar Days** after substantial completion of the Work indicated in the Work Order.

The Bidder understands and agrees that the timely completion of the described Work is of the essence. The Bidder and OWNER further agree that the OWNER's actual damages for delay caused by failure to timely complete the Project are difficult, if not impossible to measure. However, with respect to the additional administrative and consultant costs to be incurred by OWNER, the reasonable estimate of such damages has been calculated and agreed to by OWNER and Bidder. Therefore, the Bidder and the OWNER agree that for each and every **Calendar Day** the work or any portion thereof, as designated in a Work Order or Emergency on-call, remains incomplete after the **Substantial and Final Completion** date as established by the above paragraph, "Time of Completion" payment will be due to the OWNER in the amount of **(\$300)** dollars per **Calendar Day** for the Work within each Work Order, as liquidated damages, not as a penalty, but for delay damages to the OWNER. Such amount shall be deducted by the OWNER from any Contract payment due. In the event of a default or breach by the CONTRACTOR and demand is made upon the surety to complete the project, in accordance with the Contract Documents, the surety shall be liable for liquidated damages pursuant to the Contract Documents in the same manner as the CONTRACTOR would have been.

In addition, the CONTRACTOR will be required to have someone available at all times during the Contract to provide emergency on-call services as required by Special Specification S02555, Emergency Repairs, including response times. If, in the opinion of the OWNER's Representative, appropriate effort or progress has not been made by the CONTRACTOR to respond and mobilize to the Emergency Repair, the OWNER may terminate the contract.

OWNER reserves the right to reject any or all Bids and to waive any minor informality in any Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bid).

A mandatory Pre-Bid Conference will be held on March 6, 2014 at 10:00 am
(date) (time)

(Austin time) at Davis Water Treatment Plant (Training Room), 3500 West 35th, Austin, Texas
78703 (location)

Austin, Texas. Attendance is mandatory unless otherwise stated. Bidders must attend any mandatory Pre-Bid Conference and are encouraged to attend any non-mandatory Pre-Bid Conference to ensure their understanding of Owner's bidding and contracting requirements, particularly MBE/WBE Procurement Program requirements. If the Pre-Bid Conference is mandatory the Bidder must arrive and sign-in within fifteen (15) minutes of the scheduled start time of the meeting, otherwise the Bidder will not be allowed to submit a Bid for the project.

The persons listed below may be contacted for information regarding the Invitation for Bid. If the Bidder contacts any other City employee, including Council Members and members of Boards and Commissions, the Bidder may be found in violation of Ordinance No. 20111110-052, dated November 10, 2011, regarding Anti-Lobbying and Procurement. The text of that Ordinance may be viewed at <http://www.cityofaustin.org/edims/document.cfm?id=161145>.

AUTHORIZED CONTACT PERSONS

PROJECT MANAGER: Darryl Haba telephone (512) 974-7205 email Darryl.Haba@austintexas.gov

CONTRACT COMPLIANCE REP.: Monica Lopez telephone (512) 974-7057 email
Monica.Lopez@austintexas.gov

END

